

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

RITLABS, S.R.L.,

Plaintiff/Counter-Defendant,

v.

Case No.: 1:12-cv-00215
Hon. Anthony J. Trenga

RITLABS, INC., et. al.

Defendants/Counter-Plaintiff.

**COUNTER-DEFENDANT'S ANSWER TO
COUNTER-PLAINTIFF'S COUNTERCLAIMS**

NOW COMES Plaintiff/Counter-Defendant, RitLabs, S.R.L., by and through its attorneys Traverse Legal, PLC and I.S. Law Firm, PLLC, and states for its Answer to Counter-Plaintiff's Counterclaims the following:

ANSWER

149. Admitted as to the incorporation date of RitLabs, Inc., but Counter-Defendant lacks sufficient knowledge to admit or deny that Counter-Plaintiff's principal place of business is Alexandria, Virginia and leaves Counter-Plaintiff to its proofs.

150. Counter-Defendant lacks sufficient knowledge to admit or deny Counter-Plaintiff Demcenko's immigration and residence status and leaves Counter-Plaintiff to its proofs.

151. Admitted.

152. Admitted as to the incorporation date of RitLabs, Inc., but Counter-Defendant lacks sufficient knowledge to admit or deny that Counter-Plaintiff Demcenko is the sole shareholder of RitLabs, Inc.

153. Denied.

154. Denied.

155. Denied.

156. Denied.

157. Denied.

158. Admitted as to the existence of the general meeting of the members, but denied as to the other listed allegations.

159. Admitted as to the appointment of Mr. Masiutin, but denied as to the other listed allegations.

160. Admitted.

161. Admitted.

162. Counter-Plaintiff's allegation lacks the specificity necessary for Counter-Defendant to admit or deny Counter-Plaintiff's claim and, therefore, Counter-Defendant leaves Counter-Plaintiff to its proofs.

163. Admitted.

164. Admitted.

165. Denied.

166. Denied.

FIRST COUNTERCLAIM

(Breach of Contract)

167. Plaintiff/Counter-Defendant incorporates by reference Paragraphs 149
through 166.

168. Denied.

169. Denied.

170. Denied.

171. Denied.

172. Denied.

173. Denied.

174. Denied.

175. Denied.

176. Denied.

SECOND COUNTERCLAIM

(Breach of Covenant of Good Faith and Fair Dealing)

177. Plaintiff/Counter-Defendant incorporates by reference Paragraphs 149
through 176.

178. Denied.

179. Denied.

180. Denied.

THIRD COUNTERCLAIM

(Tortious Interference with Contract)

181. Plaintiff/Counter-Defendant incorporates by reference Paragraphs 149
through 180.

182. Denied.

183. Denied.

184. Denied.

185. Denied.

186. Denied.

187. Denied.

188. Denied.

189. Denied.

FOURTH COUNTERCLAIM

(Intentional Interference with Prospective Economic Advantage)

190. Plaintiff/Counter-Defendant incorporates by reference Paragraphs 149 through 189.

191. Denied.

192. Denied.

193. Denied.

194. Denied.

195. Denied.

196. Denied.

197. Denied.

FIFTH COUNTERCLAIM

(Negligent Interference with Prospective Economic Advantage)

198. Plaintiff/Counter-Defendant incorporates by reference Paragraphs 149 through 197.

199. Denied.

200. Denied.

201. Denied.

202. Denied.

203. Denied.

SIXTH COUNTERCLAIM

(Commercial Disparagement)

204. Plaintiff/Counter-Defendant incorporates by reference Paragraphs 149 through 203.

205. Denied.

206. Denied.

207. Denied.

208. Denied.

209. Denied.

COUNTER-DEFENDANT'S AFFIRMATIVE DEFENSES

1. Counter-Plaintiffs are not entitled to relief because they have failed to state a claim upon which relief may be granted.

2. Counter-Plaintiffs are not entitled to relief because the purported License Agreement referenced by Counter-Plaintiffs' causes of action was obtained by fraud.

3. Counter-Plaintiffs are not entitled to relief because the purported License Agreement referenced by Counter-Plaintiffs' causes of action failed for want of consideration.

4. Counter-Plaintiffs are not entitled to relief because Counter-Plaintiffs' claims are subject to the defense of laches.

5. Counter-Plaintiffs are not entitled to relief because Counter-Plaintiffs' claims are subject to the defense of waiver.

6. Counter-Plaintiffs are not entitled to relief because Counter-Plaintiffs' claims are subject to the defense of estoppel.

7. Counter-Plaintiffs are not entitled to relief because Counter-Plaintiffs' have unclean hands.

8. Counter-Plaintiffs are not entitled to relief because Counter-Defendant has a right to setoff.

9. Counter-Plaintiffs are not entitled to relief because Counter-Plaintiffs' claims are precluded by the applicable statute of limitations.

10. Counter-Defendant reserves the right to add additional affirmative defenses as they become known through discovery.

Respectfully submitted this 9th day of April, 2012.

RITLABS, S.R.L.

/s/

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CERTIFICATE OF SERVICE

I hereby certify that on the 9th day of April, 2012, I electronically filed the foregoing **COUNTER-DEFENDANT'S ANSWER TO COUNTER-PLAINTIFF'S COUNTERCLAIMS** with the Clerk of the Court using the CM/ECF System and electronically served on:

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Respectfully submitted this 9th day of April, 2012.

RITLABS, S.R.L.

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